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its stateroom passengers differ in no essential respect from those that exist between an inn-keeper and his guests." For cases holding steamboat company not liable as inn-keeper see *Steamboat "Crystal Palace" v. Vanderpool*, 16 B. Mon. 302; *Clark v. Burns*, 118 Mass. 275.

*Railroad Companies—Receivers—Supply Claims—Diversion—Equity—Reasonable Time.*—*Southern Ry. Co. v. Carnegie Steel Co., Limited*, 76 Fed. Rep. 492 (Va.). When renewable notes of a railroad company were taken in payment for current supplies, and after renewal, but before maturity, the company went into the hands of a receiver, it was held that such notes for current supplies, contracted within a reasonable time before the receivership, and, by the principles governing the administration of the assets of a railroad by receivers, payable from the surplus earnings, have a priority over claims for improvements, interest, or dividends, and equity will give supply creditors, as against mortgage creditors, the right to recover money thus spent. The case of *Bound v. Railway Co.*, 8 U. S. App. 472; 7 C. C. A. 322, and 58 Fed. Rep. 473, was distinguished in that the appellant, by taking notes for eight months was held to have assented to the use of the earnings for the payment of interest. Similar decision in *Southern Ry. v. American Brake Co. et al.*, 76 Fed. Rep. 502, and in *Southern Ry. Co. v. Tillett*, 76 Fed. Rep. 507, in a claim for necessary repairs.

*Municipal Corporations—Public Improvements—Enactment of Ordinances—Evidence of Fraud.*—*Morse et al. v. City of Wesport et al.*, 37 S. W. Rep. 932 (Mo.). The fact that a city council orders a large number of streets to be macadamized and curbed at the expense of the abutting property owners in anticipation of a new legislative enactment forbidding cities to pass such ordinances, except upon petition of a majority of the resident real estate owners, held by a majority of the court not, in itself, proof of fraud.

## INSURANCE.

*Marine Insurance—Substitution—Construction of Contract.*—*New Haven Steamboat Co. v. Providence Washington Ins. Co.*, 41 N. Y. Supp. 1042. An insurance policy was issued on plaintiff's steamer *C. H. Northam*, the policy providing that the insurance should cover any other steamer that should take her place, notice of such substitution to be given. Soon after the steamer

*Continental* was substituted for the *Northam*, and notice thereof duly given. Several weeks later the *Northam* resumed running, the *Continental* being laid off, and was injured in a collision. Plaintiff claimed indemnity for the loss, but the insurance company repudiated liability, and action was brought on the policy to recover insurance. Held, on a close decision, two of the five judges dissenting, that, in the absence of specific notice of the resubstitution of the original steamer the policy still attached to the *Continental*, and did not reattach to the *Northam* from the mere fact of her having resumed her place.

*Chattels of a Wife—Delivery to Husband and Investment—Insurance Rights of Creditors.*—*Eggleston v. Slusher et al.*, 69 N. W. Rep. 310. A wife received moneys from relatives and delivered the same to her husband, who invested them in property in his own name. A portion was destroyed by fire and the insurance policy on it was assigned by the husband to the wife, ostensibly to repay her for a loan of the money; at this time the husband was insolvent. It was not proved that the delivery by the wife to the husband was considered as a loan nor that there was any agreement for its repayment. In a suit against the husband by creditors, held, that the money passed to the husband according to the law when he received it; that the subsequent assignment of the policy lacked consideration, and that the equities of the creditors would prevail over those of the wife.

*Eminent Domain—Public Use.*—*Bridal Veil Lumbering Co. v. Johnson*, 46 Pac. Rep. 790 (Or.). A lumbering company, incorporated also to construct a railroad for the benefit and use of the general public in transportation of passengers and freight, will be entitled to the exercise of the power of eminent domain, to complete their road which has already been extended for a few miles; although the part already in operation extends through a thinly settled and mountainous region, with no villages or other railroad at its terminals.

#### AGENCY.

*Principal and Agent—Ratification of Unauthorized Act—Warehousemen—Lien of Storage—Replevin.*—*Knight et al. v. Beckwith Commercial Co.*, 46 Pac. Rep. 1094 (Wy.). Company's agent made an unauthorized agreement to store plaintiff's goods without charge. The company retained possession of the goods for storage fees